



Comptroller General  
of the United States

Washington, D.C. 20548

## Decision

**Matter of:** Textron Marine Systems

**File:** B-243693

**Date:** August 19, 1991

James D. Warren, Esq., and Mark A. Riordan, Esq., Pettit & Martin, for the protester.  
Jacob B. Pompan, Esq., and Seymour Copperman, Esq., Pompan, Ruffner & Bass, for Resource Consultants, Inc., an interested party.  
Starr J. Sinton, Esq., Eric A. Lile, Esq., and Demetria T. Carter, Esq., Department of the Navy, for the agency.  
Ralph O. White, Esq., and Christine S. Melody, Esq., Office of the General Counsel, GAO, participated in the preparation of the decision.

### DIGEST

1. Protester is an interested party to maintain a protest even though it is sixth in line for contract award, where protester claims that its proposal was improperly evaluated, protester submitted the lowest evaluated cost, and the solicitation called for award to the proposal most advantageous to the government since, if protest were sustained, protester could be in line for award.
2. Protester's request that the General Accounting Office draw an unfavorable inference regarding the content of documents protester alleges were withheld during the protest is denied where protester has failed to show that documents were not produced and where agency states that all documents have been provided.
3. Protest that agency failed to hold meaningful oral discussions by withholding information that would permit protester to address perceived deficiencies in the resumes of proposed key personnel is denied where oral discussions were supplemented with a written review of the proposal that sufficiently alerted offeror to specific areas where its proposal was considered deficient.
4. Even though agency misled protester in one instance during oral discussions by ascribing a deficiency to the wrong key employee, protester was not prejudiced since the deficiency was also mentioned in the general written discussion materials provided to the protester and applicable to all 11 of the offeror's key employees.

5. Protest that agency improperly evaluated proposal is denied where record indicates that the agency evaluation was reasonable and consistent with the solicitation's evaluation criteria.

6. Protester's claim that evaluation was unreasonable because one scoresheet revealed that ratings on several criteria had been written over and replaced with lower ratings is denied where protester does not argue and there is no indication that the resulting evaluation scores were unreasonable.

7. Contention that awardee received an unfair competitive advantage over other offerors by hiring and proposing as a key employee a former Navy official is denied where the protester acknowledges that the individual in question had no involvement with the procurement and makes no showing that the individual had access to sensitive information unavailable to other offerors.

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#### DECISION

Textron Marine Systems protests the award of a contract to Resource Consultants, Inc. (RCI) under request for proposals (RFP) No. N61331-90-R-0042, issued by the Department of the Navy, Naval Coastal Systems Center (NCSC), for technical and engineering support services for test and evaluation programs at NCSC. Textron argues that the Navy failed to conduct meaningful discussions with Textron about perceived weaknesses in its proposal, and did not properly evaluate Textron's initial proposal or its best and final offer (BAFO). Textron also argues that RCI gained an unfair advantage over other offerors by hiring, and proposing as a key employee, a senior Navy official who, according to Textron, may have imparted procurement sensitive information to RCI while it prepared its proposal.

We deny the protest.

#### BACKGROUND

The Navy issued the RFP on July 3, 1990, to acquire test and evaluation engineering services relating to the warfare areas for which NCSC has responsibility. The RFP contemplates award of an indefinite quantity contract on a cost-plus-fixed-fee basis for a period of 1 base year and 3 option years.

Section M of the RFP advises that award will be made to the offeror whose technical/management proposal and cost proposal represent the greatest value to the government. The evaluation scheme calls for development of a technical/management score, on a 100 point scale, based on the scores

given under the technical and management factors. The points available for these two factors are shown below by subfactor:

Technical Factor		88
Key Personnel	60	
Understanding of Problem/		
Technical Approach	10	
Program Area Experience	10	
Sample Problems	4	
Data Management Plan	4	
Management Factor		12
Total		100

The evaluation scheme anticipates that the technical/management score will be weighed against the proposed cost, with the technical/management proposal worth approximately 60 percent, and cost worth approximately 40 percent.

Based on the initial evaluation, Textron received the lowest rating of the six offerors for its technical/management approach; Textron also submitted the lowest proposed cost. Although Textron's combined score was significantly lower than that of any other offeror, the Navy decided to include Textron within the competitive range, and to hold discussions with Textron regarding perceived weaknesses in its proposal. By letter dated February 6, 1991, the Navy gave written notice to Textron of the deficiencies in the proposal and highlighted areas for further discussion. On February 13, representatives of the Navy met with representatives of Textron for oral discussions regarding the proposal, and by letter dated the following day, Textron was asked to submit a BAFO.

After evaluation of BAFOs, including a second technical evaluation and a cost realism analysis, Textron remained the lowest-ranked offeror, with the lowest proposed cost. RCI, on the other hand, received the highest technical/management score, while its proposed cost ranked fourth low of the six offerors. The total scores (reflecting both the technical/management score and cost) and total evaluated cost for the six proposals are as follows:

RCI	96.161	\$11,895,740
Company A	95.546	12,075,539
Company B	94.196	11,886,440
Company C	91.538	12,397,068
Company D	85.264	11,272,069
Textron	75.190	10,754,126

Based on the agency's conclusion that RCI's proposal offered the greatest value to the government, award was made to RCI on April 8, and this protest followed. The Navy has withheld performance pending the outcome of this protest.

#### PROCEDURAL ISSUES

##### Interested Party

The Navy requests dismissal of this protest on the grounds that Textron is not an interested party for the purpose of filing a bid protest under our regulations. See 56 Fed. Reg. 3,759 (1991) (to be codified at 4 C.F.R. § 21.0(a)). According to the Navy, since Textron is sixth in line for contract award and other offerors would be next in line for award even if the protest were sustained, Textron lacks the direct economic interest necessary to contest the procurement.

The Navy's argument overlooks the substance of Textron's protest--that its proposal was improperly evaluated, and that if it were evaluated correctly, its proposal would have been found to be the most advantageous to the government. If we were to sustain Textron's challenge to its evaluation, it is possible that Textron could be in line for the contract, especially given its lowest proposed cost. Consequently, Textron is an interested party under our regulations. SAMCO dba Advanced Health Sys., Inc., B-237981.3, Apr. 24, 1990, 90-1 CPD ¶ 413.

##### Document Production

In its initial protest, Textron requested copies of "[a]ll documents pertaining to NCSC's evaluation of Textron's and RCI's technical and cost proposals . . . ." The Navy initially produced a substantial number of documents covered by a protective order issued by our Office pursuant to our Bid Protest Regulations, 56 Fed. Reg. 3,759, supra (to be codified at 4 C.F.R. §§ 21.3(d)(1)-(5)).<sup>1/</sup> After Textron challenged the adequacy of the Navy's initial document production, the Navy supplemented its report with additional evaluation documents, and informed our Office, by letter dated June 7, that it had provided all existing documents and that no further documents were available. The Navy also advised that if any additional documents became available they would be provided.

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<sup>1/</sup> The protective order here limited the release of particular documents to outside counsel for Textron and RCI.

Despite the Navy's assurances that all documents were produced, Textron accuses the Navy of withholding relevant documents (or destroying them) by deducing the existence of certain background worksheets referenced in the Source Selection Plan as necessary for evaluating BAFO submissions.<sup>2/</sup> These background worksheets were not among the documents provided by the Navy, although the Navy did, in fact, provide other background evaluation materials it says were used to review the BAFOs. Textron asks that our Office draw an unfavorable inference regarding the content of these documents it claims were not provided in deciding the protest. See 56 Fed. Reg. 3,759, supra (to be codified at 4 C.F.R. § 21.3(1)(3)).

Since the Navy has provided the protester, and our Office, with the materials it claims to have used to evaluate BAFOs, and since those materials--while not in the format described in the Source Selection Plan<sup>3/</sup>--appear to be background documents appropriate for evaluating BAFOs, we see no basis to conclude that the Navy has withheld documents. In addition, there is no evidence that the Navy destroyed BAFO evaluation documents rather than provide them. We will not assume documents were destroyed based only on Textron's speculation. Having failed to establish that such documents ever existed--and hence were withheld--Textron is not entitled to an unfavorable inference regarding the content of the disputed documents. HLJ Mgmt. Group, Inc.--Recon., B-225843.5, Mar. 6, 1989, 89-1 CPD ¶ 237.

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<sup>2/</sup> Appendix D to the Source Selection Plan, entitled "Instructions to Technical Proposal Evaluators," states, in paragraph d, that evaluators shall score each proposal on Technical Evaluation Worksheets 1 through 6, and that the evaluation chairman will summarize worksheets 1 through 6 on worksheet 7. These worksheets addressing the initial evaluation were provided to this Office, and to Textron, under the protective order. Textron argues that the Navy should also have created these same worksheets for the BAFO evaluations because the Source Selection Plan elsewhere states that if BAFOs are requested, "[t]he [evaluation panel] will evaluate the BAFOs in the same manner as the original proposals."

<sup>3/</sup> Even if Textron is correct in its assertion that the Source Selection Plan anticipated the use of such worksheets, agencies are permitted to deviate from their stated evaluation plans so long as the agency's evaluation is reasonable. Mandex, Inc.; Tero Tek Int'l, Inc., B-241759 et al., Mar. 5, 1991, 91-1 CPD ¶ 244.

## ANALYSIS

In its initial protest, Textron argues that the Navy (1) did not conduct meaningful discussions; (2) improperly evaluated Textron's proposal; (3) failed to follow the stated evaluation criteria; (4) performed an unreasonable cost realism analysis of Textron's proposal; and (5) permitted RCI to receive an unfair advantage over other offerors by proposing, as its project manager, a senior Navy official who may have had access to procurement sensitive information before leaving the agency. In its comments on the agency report, however, Textron did not reply to the Navy's detailed response to the allegations that the agency did not follow the evaluation criteria and performed an unreasonable cost realism analysis. Accordingly, these issues are considered abandoned, and need not be discussed further. See Atmospheric Research Sys., Inc., B-240187, Oct. 26, 1990, 90-2 CPD ¶ 338.

### Meaningful Discussions

Textron first argues that the Navy failed to conduct meaningful discussions because it did not adequately alert Textron to serious deficiencies in its proposal. Specifically, Textron argues that perceived deficiencies in its proposed key personnel were not revealed. As explained above, the key personnel subfactor accounted for 60 of the 88 points available under the technical factor. Textron's proposal received fewer than half of the points available for the key personnel subfactor.

Textron cites two examples where it claims it was misled during oral discussions regarding deficiencies in the resumes evaluated in the key personnel category. It first argues that it was incorrectly told that evaluators were concerned with the type of work experience shown for one of Textron's proposed key personnel, when, in fact, the evaluators were concerned with the length of the individual's work experience. Textron's second example involves the Navy's confusion about two key individuals with similar names: the Navy orally advised Textron that Individual A lacked certain solicitation-specified requirements, when it meant to advise Textron that Individual B lacked those requirements.

In order for discussions in a negotiated procurement to be meaningful, contracting officials must furnish to offerors in the competitive range information about the areas in their proposals which are believed to be deficient, and give offerors the opportunity to revise their proposals to fully satisfy the government's requirements. See Federal Acquisition Regulation §§ 15.610(c)(2), (5); The Scientex Corp., B-238689, June 29, 1990, 90-1 CPD ¶ 597.

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Although Textron's argument focuses on the Navy's conduct during oral discussions, the Navy gave written guidance to offerors as well. In its written guidance, the Navy advised Textron that the resumes submitted for proposed key personnel contained "[m]ultiple deficiencies . . . due to lack of experience in mission and program areas . . . [and lacked] RFP required experience, and/or [contained] improper college level degrees."

With respect to the first example cited by Textron, the Navy's written guidance alone, when considered together with the specific and detailed nature of the RFP's requirements, was adequate to alert Textron to areas where this individual fell short of the requirements in the solicitation.<sup>4/</sup> See Morrison-Knudsen Co., Inc., B-237800.2, May 2, 1990, 90-1 CPD ¶ 443. In addition, even if the oral discussions regarding this individual were exactly as described by Textron--that it was advised only that the evaluation panel concluded the individual failed to meet the RFP requirements because the evaluators "could not determine what his experience actually was"--this would have been sufficient to lead the protester into the areas the Navy viewed as deficient.<sup>5/</sup> See Johnson, Basin and Shaw, Inc., B-240265; B-240265.2, Nov. 7, 1990, 90-2 CPD ¶ 371.

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<sup>4/</sup> The individual cited in Textron's first example was proposed as a physicist. The RFP at page 45 set forth specific and detailed criteria for individuals proposed for this position. Included within these criteria were: at least 10 years of post-college, full-time engineering work experience with at least 5 years as a physicist; a master of science degree in physics from an accredited college; and, work experience involving extensive use of pertinent military standards, specifications, and handbooks. Further, the RFP enumerated several subject areas in which physicists were required to demonstrate basic familiarity.

<sup>5/</sup> Textron acknowledges that the negotiators read from the evaluation materials when discussing the deficiencies of each of the key individuals. If the oral discussions were conducted from the written evaluation report, then Textron should have been told that this individual "[h]as good credentials, but does not meet the 10-year post graduate experience [requirement]." Textron's claim that it was only told that the evaluators could not decipher the individual's experience does not appear in its initial protest and appears to be based on what the contract specialist says in her affidavit appended to the agency report.



With respect to Textron's second example, that of the mistaken identity, the Navy admits its error. It explains that during oral discussions it described a specific deficiency in one of the three individuals proposed as electrical engineers, but used the wrong name--specifically, it used the similar name of one of the other proposed electrical engineers. However, the Navy argues that Textron was not prejudiced by the error since it claims that both proposed resumes suffer from a shared weakness: they fail to document any test and evaluation experience, as required by the RFP.

As an initial matter, we reject the Navy's contention that Textron was not misled by this error. The shared weakness indicated by the Navy was not the only deficiency involved. The individual the Navy intended to identify--but did not--also lacked a bachelor of science degree in electrical engineering. Thus, Textron misunderstood the educational criticism because it was levied against an individual who clearly met the educational requirements of the RFP.

On the other hand, the Navy's misidentification error does not exist in a vacuum. The solicitation expressly dictates educational requirements for key personnel, and Textron received written guidance advising that its proposed key personnel had several deficiencies, including "improper college level degrees." In addition, the impact of the error is lessened further since the two individuals confused by the Navy's representatives during discussions were two of the three individuals proposed for the category of electrical engineer. Given the general written warning, the explicit requirements in the RFP, and the oral advice that one of the three proposed engineers lacked the proper educational requirements, a reasonably prudent offeror would have ensured that each of the 11 proposed key personnel met the detailed educational and experience requirements of the RFP. In our view, despite the Navy's miscue in oral discussions, Textron received sufficient notice that its proposed key personnel did not meet the solicitation's requirements. Johnson, Basin and Shaw, Inc., B-240265; B-240265.2, supra. Accordingly, we will not overturn the Navy's selection decision based on this minor error. See Morrison-Knudsen Co., Inc., B-237800.2, supra.

As an aside to its claim that the Navy failed to hold meaningful discussions, Textron argues that the Navy did not take seriously its obligation to advise Textron of deficiencies because the Navy concluded upon review of initial proposals that Textron had no chance for award. Textron cites comments in the evaluation materials that, in its view, support this contention. Thus, it argues that the Navy acted improperly in including Textron's initial proposal in the competitive range.



Textron's assertion regarding the competitive range is untimely under our Bid Protest Regulations. Textron raised this issue for the first time in its comments on the agency report, which were not filed within 10 days of its receipt of the report.<sup>6/</sup> Accordingly, this argument will not be considered. 56 Fed. Reg. 3,759, supra (to be codified at 4 C.F.R. § 21.2(a)(2)).

#### Improper Evaluation

Textron offers several arguments to support its claim that the Navy improperly evaluated its proposal. These complaints fall into two categories: a procedural deficiency--i.e., that certain scores for its initial proposal were improperly crossed out and replaced with significantly lower scores--and substantive errors in the evaluation process. The allegations of substantive errors are: (1) that its BAFO was erroneously downgraded for one key individual after that individual was removed from the initial proposal in response to deficiencies noted during negotiations; (2) that an individual proposed as a quality assurance specialist was erroneously evaluated against the RFP's criteria for a certification specialist; and (3) that at least one evaluator may have mistakenly concluded that one of the proposed key employees did not have a degree from an accredited institution.

As Textron correctly argues, evaluations in negotiated procurements must be in accordance with the terms of the RFP. Environmental Techs. Group, Inc., B-235623, Aug. 31, 1989, 89-2 CPD ¶ 202. In reviewing protests against allegedly improper evaluations, we examine the record to determine whether the agency's judgment was reasonable and consistent with stated evaluation criteria and applicable statutes and regulations. ESCO, Inc., 66 Comp. Gen. 404 (1987), 87-1 CPD ¶ 450.

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<sup>6/</sup> Due to an intervening document production, and the need to resolve protective order issues, the receipt date for comments was extended beyond the times envisioned in our regulations. See 56 Fed. Reg. 3,759, supra (to be codified at 4 C.F.R. §§ 21.3(h), 21.3(j)). Even so, Textron was advised in a June 5, 1991, conference call between representatives of Textron, RCI, the Navy, and this Office, that any new protest issues based on the information in the agency report would have to be filed by June 10 to meet our timeliness requirements. Textron did not raise this allegation until it filed its comments on June 19.

With respect to Textron's procedural contention regarding marked out scores on one of the worksheets provided with the agency report, we fail to see how the markings on this sheet translate to a conclusion that the evaluation result was unreasonable. Textron mounts no challenge to the reasonableness of the numerical scores assigned by the evaluation panel, but instead focuses on the procedure by which the scores were lowered, asking us to conclude that the only explanation is an improper "arbitration" of the evaluator scores. Without a corresponding allegation about the resulting substance of the evaluation, we will not overturn an evaluation conclusion without a showing that the evaluation results are unreasonable, or are inconsistent with the stated evaluation criteria.<sup>7/</sup> Cf. Pacific Architects and Eng'rs Inc., B-236432, Nov. 22, 1989, 89-2 CPD ¶ 494 (allegation that agency did not follow internal guidelines did not provide a basis for questioning the validity of the protested award decision).

With respect to Textron's substantive contentions, its first claim is that the Navy erroneously downgraded its BAFO by continuing to score a key individual after he was replaced in the BAFO based on information provided during discussions. As Textron argues, one of the three individuals proposed as an electrical engineer in its initial proposal, who was replaced in the BAFO, is still mentioned by name in the summary of Textron's BAFO evaluation. However, Textron's argument ignores a key fact: the BAFO evaluation comments following the mention of the individual initially proposed were changed to reflect a different resume; criticism related to the withdrawn individual has been removed.

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<sup>7/</sup> Under our new Bid Protest Regulations, 56 Fed. Reg. 3,759, supra (to be codified at 4 C.F.R. part 21), protesters, through their counsel, have greater access than before to the supporting documents generated during an agency's evaluation process. However, where a minor error or unexplained discrepancy is discovered in evaluation worksheets, and where such error--even when viewed in the most favorable light for the protester--does not render the evaluation unreasonable, we will not disturb the agency award decision. See Harris/Ragan Mgmt. Corp., B-209823, Aug. 2, 1983, 83-2 CPD ¶ 154. In our view, there is no showing here that the alleged error resulted in any appreciable prejudice to Textron's standing with respect to the other offerors.

The resume of the initial individual proposed by Textron failed to establish that he met the RFP's requirement of 10 years of full-time, post-college experience. The evaluation comments on Textron's initial proposal explicitly noted this deficiency and also commented that "[n]o basic knowledge of NAVCOASTSYSCEN RDT&E mine, torpedo, or sonar countermeasure experience [was] documented." In its BAFO, Textron substituted the resume of an engineer who clearly met the post-college experience requirement, and who showed some experience in the required subject areas. The BAFO evaluation comments reflect this change; the criticism that the proposed individual does not meet the experience requirements has been deleted, and instead of stating that the individual has no basic knowledge of the required subject areas, the summary states that the individual's knowledge in these areas is limited. Thus, it appears that the Navy, despite its inadvertent reference to the engineer initially proposed, did, in fact, evaluate the substituted resume.

Textron next argues that the Navy erroneously evaluated an individual proposed as a quality assurance specialist against the RFP's criteria for a certification specialist. Again, the record does not support this conclusion. During discussions Textron was advised that its proposed certification specialist possessed little or no relevant experience. In response to the agency's criticism, Textron substituted another individual for the position of certification specialist, and resubmitted the (rewritten) resume of the questioned individual under another labor category, quality assurance specialist. Textron argues that we should conclude that the Navy failed to evaluate properly the resubmitted individual because the criticisms related to that individual did not change from the initial evaluation.

Textron is correct in part: the Navy's comments regarding the questioned individual are verbatim in the initial evaluation report and in the BAFO evaluation materials. In addition, the comments contain a criticism that is only appropriate when viewed in the light of the RFP requirements for a certification specialist. However, as before, other evidence, not mentioned by Textron, leads us to conclude that the Navy did, in fact, evaluate this resume properly. Notably, the Navy moved the discussion of the questioned individual's strengths and weaknesses to the section of the evaluation materials discussing the labor category of quality assurance specialist. Further, the discussion included an observation about the extent of the individual's quality assurance experience; thus, the evaluators may have thought no additional comment necessary. The Navy also included a separate heading

discussing the individual substituted in the labor category of certification specialist. The discussion of the proposed certification specialist expressly notes that the resume submitted with the BAFO is new. Thus, it appears that the Navy recognized that the individual originally proposed was shifted to another category, while a new resume was submitted for the category of certification specialist. Under these circumstances, we find that the record does not establish that the Navy evaluated that individual against the wrong evaluation criteria.

Finally, Textron points out that the BAFO evaluation worksheets reveal that at least one evaluator may have mistakenly concluded that one of Textron's three proposed electrical engineers did not have a degree from an accredited institution. The basis for this conclusion is a handwritten summary of the scores given all six offerors for all key employees provided by the Navy in its supplemental document production. Next to the entry for Textron's third electrical engineer is an asterisk, and at the bottom of the page next to another asterisk is the handwritten notation, "[d]egree not from an accredited college." Although Textron admits it cannot ascertain the precise impact of this notation on its evaluation, it argues that this error is further evidence that the Navy's evaluation was unreasonable.

Although it appears that at some point during the evaluation process one of the evaluators may have believed that one of Textron's electrical engineers lacked an acceptable degree, we cannot tell whether the evaluator's concern was eventually alleviated, or whether the evaluator erroneously downgraded Textron's proposal. There is some evidence that the concern may have been alleviated at a later point as the evaluation summary of Textron's BAFO, while discussing the deficiencies in other proposed key personnel, makes no mention of this individual. On the other hand, as Textron argues, we cannot discern whether the evaluator who made this notation awarded Textron's proposal a lower score than he might have otherwise. However, even if we assume that without these concerns, Textron's electrical engineer would have received a perfect score from this evaluator--i.e., 10 points--the incremental increase to Textron's technical/management score is so small

that Textron was not prejudiced by the Navy's error.<sup>8/</sup> See Danville-Findorff, Ltd., B-241748, Mar. 1, 1991, 91-1 CPD ¶ 232.

#### Unfair Advantage

Textron argues that RCI obtained an unfair competitive advantage through its decision to hire, and to propose as a key employee for this contract, an individual Textron alleges may have had access to procurement sensitive information.<sup>9/</sup> RCI did, in fact, propose as its project manager an individual who retired from the Naval Sea Systems Command (NAVSEA) on December 1, 1989, and went to work for RCI in March 1990. However, it appears that there was no connection between this individual's work for the Navy and the instant procurement.

While employed by the Navy, the individual in question served as an assistant program manager for special warfare/combatant craft for NAVSEA from 1986 to 1989. Although Textron expressly recognizes that while serving as a program manager this individual had no responsibility for activities of NCSC--in fact, NCSC does not fall within NAVSEA's purview--it argues that this individual was working in close proximity to

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<sup>8/</sup> Textron's technical/management score for its BAFO--before considering the beneficial effect of its low proposed cost--was far lower than that of any other offeror. Specifically, RCI received a raw score of 86.15, while the other four higher offerors received scores of 86.04, 82.68, 81.35, and 67.63. Textron's raw score was 50.53. Even if we assume that the evaluator questioning the engineer's academic credentials had awarded the highest possible score of 10 points, his score would still be averaged with the scores awarded by the other two evaluators. Then the average score given by the three evaluators to this proposed electrical engineer would be multiplied by .3, so that the maximum score available for one of the three electrical engineers is 3. Therefore, at most, correcting this error with a perfect score might add 1 point to Textron's raw score. Since Textron's raw score would remain nearly 35 points lower than the proposal selected as most advantageous to the government, we fail to see how Textron has been prejudiced in this regard.

<sup>9/</sup> Textron expressly states that it is not alleging bad faith on the part of RCI, or the Navy.

those who had such responsibility.<sup>10/</sup> In addition, Textron argues that RCI received an unfair advantage over the other offerors because the proposed project manager had been involved in reviewing acquisition documents for at least one other unrelated project. In short, Textron alleges that RCI received an unfair advantage because it hired an individual with Navy procurement experience on unrelated projects.

Textron's argument here does not amount to a showing that RCI received an unfair competitive advantage. As stated above, Textron admits that the individual had no involvement with this procurement and no recent involvement with this Navy activity. Despite Textron's claim of "proximity" between this individual and others who might have been involved in this procurement, Textron provides no evidence of such proximity.

Nor is this situation similar, despite Textron's attempt to argue otherwise, to the one we considered in Holmes and Narver Servs., Inc./Morrison-Knudson Servs., Inc., a joint venture; Pan Am World Servs., Inc., B-235906; B-235906.2, Oct. 26, 1989, 89-2 CPD ¶ 379, recon. den., Brown Assocs. Mgmt. Servs., Inc.--Recon., B-235906.3, Mar. 16, 1990, 90-1 CPD ¶ 299. In that case, we sustained a protest alleging unfair competitive advantage where an agency employee who had access to an acquisition plan (including the agency's independent government estimate of costs to perform the contract) and a source selection plan (including the precise numerical weights assigned to the evaluation factors and subfactors in the RFP) left government service and was hired by the successful contractor to help write its proposal on the same procurement. Here, there is no evidence that RCI's program manager had any exposure to information related to this particular procurement, only that he had seen such documents for unrelated procurements during his government tenure. With no showing that this individual possessed anything other than general knowledge about this procurement, we see no basis to conclude that RCI's hiring of this individual conferred an unfair advantage on RCI over other offerors. See Regional Envtl. Consultants, Inc., 66 Comp. Gen. 67 (1986), 86-2 CPD ¶ 476, aff'd, 66 Comp. Gen. 388 (1987), 87-1 CPD ¶ 428.

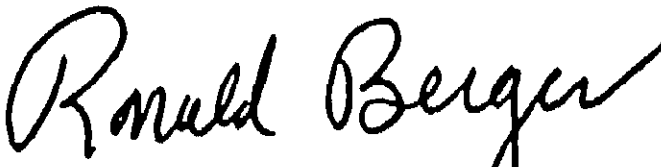
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<sup>10/</sup> Textron also alleges that it "believed [this individual] was responsible directly or indirectly for portions of NCSC's tasking or funding until 1986. . . ." Textron does not state whether it still believes this individual was responsible for such matters, nor does it offer any evidence of such a connection. Even if it had, we note that Textron does not allege any such connection between this individual and NCSC after 1986.

## CONCLUSION

Based on our review, we find that the Navy adequately alerted Textron to deficiencies in its proposal and met its requirement to hold meaningful discussions with Textron. We also find that the evaluation of Textron's offer was reasonable, and that RCI did not receive an unfair competitive advantage over other offerors through its hiring of a former Navy employee.

The protest is denied.

  
for James F. Hinchman  
General Counsel